

SN No-466
09/4/21

09 APR 2021



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For Shri Caitanya Builders and
Developers Pvt. Ltd.
Avinash Kumar
Managing Director

MEMORANDUM OF AGREEMENT

Collaboration agreement for commercial exploitation of the land by construction of a multi-storied building comprising independent units/flats having the character of a joint venture scheme.

BETWEEN

(1) **SARASWATI RANASINGH** aged about 72 years, wife of Late Surendra Ranasingh; (2) **HIMANSHU PRIYA PATTNAIK** aged about 42 years, daughter of Late Surendra Ranasingh, both are resident of Plot No.541, Gadasahi, Nayapalli, PO./PS : Nayapalli, Bhubaneswar, Dist : Khordha (Odisha) By Profession: Business, By Caste: Kshetriya; (hereinafter referred to and called as the "LAND OWNERS / FIRST PARTY") which expression unless repugnant to the subject or context shall mean and include his/her/their legal heirs, successor, executors, administrators and assigns of the **FIRST**

PART



Handwritten signature and text: Saraswati Ranasingh, 09/4/21

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Gusav Das
Director

Handwritten signature: w.r. Jagabandhu Sui

for
2/6/20

8/4/21

DISTRICT TREASURY
KHURDA, BHUBANESWAR
23 MAR 2021
DDL. TREASURY OFFICER

Pusan Das

S. Hari
and
Caitanya Builders
Developers PVT LTD

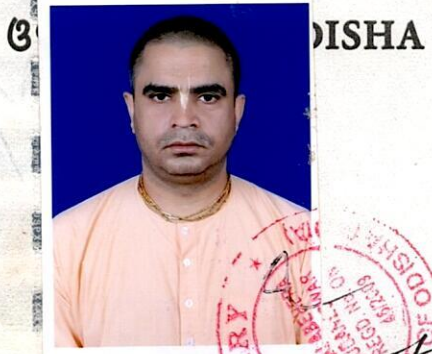
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AKSHAYA KUMAR LENKA
STAMP VENTER
BHUBANESWAR COURT
LICENSE NO-33/92
ID-18

Managing Director
Caitanya Builders
Developers Pvt. Ltd.
For Smt. Caitanya Builders and

Director
Caitanya Builders
Developers Pvt. Ltd.
For Smt. Caitanya Builders and

NOTARY
EXHIBITION
CHARGE
RECEIVED
BUREAU
F.R. DALY
NO. 10/2021



Avinash Kumar

Tusar Das

AND

SHRI CAITANYA BUILDERS AND DEVELOPERS PVT. LTD. having its office at Plot No.690/13, Behera Sahi Nayapalli, PO./PS : Nayapalli, Bhubaneswar- 751012, Dist : Khurda (Odisha), having PAN : ABDCS1016K; represented by its Managing Director, **AVINASH KUMAR** aged about 39 years son of Mr. Baleshwar Singh and Director **MR. TUSAR DAS**, aged about 42 years, son of Mr. Markanda Charan Das, both are by Profession : Business; and By Caste: Bhumiar & Gopal, respectively; (hereinafter referred to as the "BUILDER / DEVELOPER /SECOND PARTY") which expression unless repugnant to the subject or context shall mean and include its Directors / Legal representative / heirs / successor / executors / administrators and assigns of the **SECOND PART.**

Himanshu Pradya Rathore

185191

For Shri Caitanya Builders and Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Tusar Das
Director

Rajendra Kumar Rathore

Rajendra Kumar Rathore



for 2/6/21

874m

DISTRICT TREASURY
KORDA, BHUBANESHWAR
23 MAR 2021
ADL. TREASURY OFFICER

Rufan Das

*Shri Caitanya Buildings
and Developers PVT LTD.*

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874m*



AKSHAYA KUMAR LENKA
STAMP VENTER
BHUBANESWAR COURT
LICENSE NO-33/92
ID-19



Director
Deputy Director
For Shri Caitanya Buildings and
Developers Pvt Ltd

WHEREAS the First Party hereby declares that the schedule land in question, stood recorded in the name of Surendra Ranasingh (deceased husband of first party No. 1 and father of first party No. 2), as per Settlement ROR, prepared & published by the Asst. Settlement Authority in the year, 2014-15. And the said recorded tenant died since long leaving behind the present first party as his legal heirs and successors-in-interest, who inherited the entire estates of deceased Surendra Ranasingh by way of inheritance, which is evident of from legal heir Certificate vide Misc. Case No. 241/2013, issued by Tahasildar, Bhubaneswar. Thereafter, the first party, have filed a mutation case for correction of ROR in their name vide Mutation Case No. 3673/2021 and accordingly the concerned Tahasildar have perused all the relevant documents and correct the ROR in the name of first party by deleting the name of recorded tenant, Surendra Ranasingh from Column of No. 2 (Praja Khana) of the aforesaid ROR and the schedule land converted from Agricultural to Homestead vide OLR 8(A) Case No. 2176/2020. Since then the first party were / are possessing the schedule land having every right, title and interest thereover.

AND WHEREAS from the above it is clear that the flow of title in respect of the land set out in the foregoing paragraphs manifests that the Party of the First Party are the exclusive, absolute and indefeasible owners of the land and they have been exercising various acts of ownership and possession over the land in question.

AND WHEREAS the Party of the First Part has been nourishing a desire to construct and execute a multi-storied residential building over the land comprising independent units/flats in accordance with the building plans to be approved and sanctioned by the Bhubaneswar Development Authority/BMC. But since construction of a high rise building is a complicate job requiring special skills and expertise which are beyond the capabilities of the Party of the First Part, they have given an offer to the Party of the Second Part for construction of such a multistoried building. The Party of the Second Part has accepted the offer and agreed to

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Rugan Das
Director

20.01.2024

Hemanshu Pradya Pathnaik

Surendra Ranasingh Pathnaik

Sajeebanshu Sin



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construct and execute the proposed multi-storied building at their own cost in accordance with the building plans to be approved and sanctioned by B.D.A./BMC Pursuant to this, several terms and conditions have been mutually agreed upon by and between the parties. To avoid future complications that may arise, the parties agreed to reduce such terms and conditions in writing.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-

1. The Party of the First Part declares they have an absolute and indefeasible rights, title and interest in respect of the land in question as set out in the schedule and they are competent to deal with the land without any restrictions whatsoever. They further states that they have the absolute authority and competency to confer and vest rights upon the Party of the Second Part to undertake development of the land by construction of a multi-storied residential complex over the said land in accordance with the building plans to be sanctioned and approved by B.D.A./BMC Such building plans shall be prepared by Qualified Architects keeping in view the building norms, guidelines and parameters envisaged in the B.D.A./BMC regulations. The entire cost of preparation of building plans shall be borne by the Party of the Second Part.
2. It is mutually agreed between both the parties that the construction work of the proposed project shall commence only after approval of the project by the Bhubaneswar development authority/ Bhubaneswar Municipal Corporation, and obtaining all the clearances/NOC's from the local authority/P.H.D. and any other agencies required as per the conditions of the approval letter of the local development authority.
3. The Party of the Second Part or any of its associate or Sister Concern or joint venture Company shall construct the proposed multi-storied building strictly in accordance with the building plans to be sanctioned by B.D.A./BMC and shall not make any deviations from the approved plan or construct any

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Avinogh Kumar
Managing Director

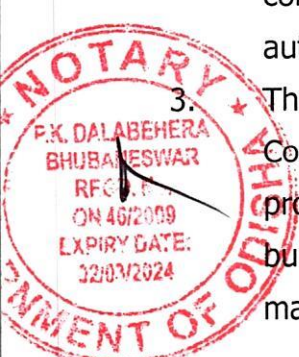
For Shri Caitanya Builders and
Developers Pvt. Ltd.

Gurvan Das
Director

Pratima Pradyumna Pradyumna Pradyumna
Hemanshu Pradyumna Pradyumna

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Pradyumna Pradyumna Pradyumna





un-authorized units. The Party of the Second Part assures that the building shall be constructed in accordance with the approved plans and maintain the quality of construction as well as structural stability.

4. The essence of the present agreement is that the construction of the proposed multistoried building / high rise buildings shall be completed within a period of 36 months from the date of approval of the building plan by the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation and Odisha Real Estate Regulation Authority hereinafter referred to as "ORERA". Considering the magnitude of the project and its successful construction execution and completion, marketability of the flats / units, financial implication and allotment and assignment of the built up space / flats / units in favour of the land owners as specified and crystallized in the development agreement, the party of the first part has delegated exclusive right on the developer for constructing and executing the housing scheme, with the dominant object of completing such project within the time schedule.

5. **DEFINITIONS:-**

Unless in these presents there is any thing inconsistent therewith-

i) **Land** shall mean the land as described in the schedule appended here to and more fully delineated in the attached rough sketch map forming a part of this document.

ii) **Proposed building/complex** shall mean the multi-storied building to be constructed and executed over the said land.

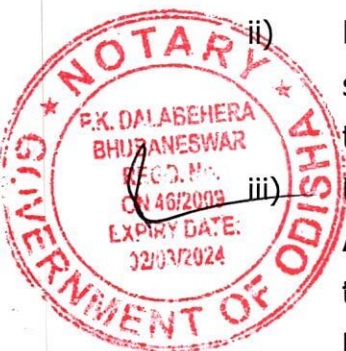
iii) **Land owners** shall mean (1) **SARASWATI RANASINGH** AND (2) **SRI HIMANSHU PRIYA PATTNAIK**, the Party of the First Part mentioned above and includes their legal heirs, successors, legal representatives and assigns.

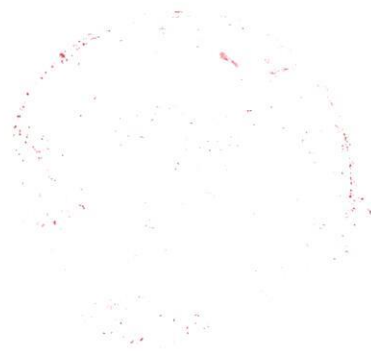
Caitanya Builders and
Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Tusaw Das
Director

[Handwritten Signature]
Hemanshu Priya Pattnaik

[Handwritten Signature]
Saraswati Ranasingh





- iv) **Developers** shall mean **SHRI CAITANYA BUILDERS AND DEVELOPERS PVT. LTD.**, the Party of the Second Part or any of its associate or Sister Concern of Joint venture company who will construct and execute the proposed building complex and includes its partners/directors, successors-in-office, administrators and assigns.
- v) **Common facilities** shall mean and include all the common areas earmarked in the building as per the approved plans like passages, corridors, lobbies, staircases, lift, common utility areas, and other common facilities and amenities which may be provided by the developers in the complex.
- vi) **Building plans** shall mean the approved and sanctioned building plans, elevators, designs, specifications as sanctioned and approved by B.D.A/BMC and also includes any revised plans modifying the original approved plan.
- vii) **Parking Space** shall mean the designated areas/units/spaces intended for parking of vehicles.
- viii) **Architect** shall mean the principal architect-cum-project consultant appointed by the Developer for the proposed building complex.
- ix) **Flats/units** mean a self contained independent flat for residential accommodation only.
- x) **Super built up area** shall mean the plinth area of the flat together with proportionate extent of common areas and service areas as may be decided and fixed by the developers the determination of which is final.

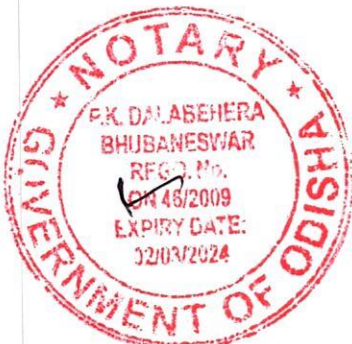
For Shri Caitanya Builders and Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Tugan Das
Director

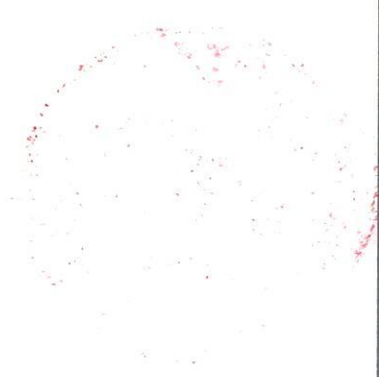
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6. BEGINNING :

- I. This agreement shall come into force on and from this 09th day of April, 2021, (two thousand twenty one).
- II. Possession – Physical possession of the vacant schedule land shall be handed over by the land owners at the time of execution of this agreement and GPA.



Handwritten signature: Jayanta Kumar Sam



III. All the original documents relating to the title of the schedule land are also handed over to the developer today i.e. on the date of commencement of the agreement and execution of power of attorney.

7. **CONSTRUCTION :**

- i. That the builders agree to develop the said land at their own cost/risk and expenses and with their own resources as per the approved building plans. The owners agree, in accordance with this agreement to place at the complete disposal of the builders, the physical possession of the said land for construction of the building as per the approved plan of the concerned authorities and finish the same in schedule time.
- ii. That the building plans will be in accordance with rules and regulations laid down by the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation. The building(s) shall be of good construction as per approved plan of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation. The owners shall have the right to inspect the construction at all reasonable times.
- iii. The builders at their own cost and expenses shall revise and apply to the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation for approval /permission/sanction of the building plan if required to enable them to construct/erect the building complex over the said land in accordance with the zonal plans and regulation in force for the said area. The builders may make or agree to make such variation in the designs or plans as may be required or considered by them desirable or necessary subject to due approval of the concerned authorities.

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Avinabh Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Gugun Das
Director

[Handwritten Signature]
Pradya Pattnaik
Himanshu

[Handwritten Signature]
Rajeshwar Pattnaik
Jogeshwar Sin





- iv. The developers shall construct the residential complex in a substantial and workman like manner in accordance with plans, specifications and elevation approved by the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation including any amendment, modification or variation or alteration to the said plans and specifications as are approved by the said authority which may be made by the developers.
- v. The construction of the residential flats shall be based on the prescribed specification confirming to ISI code or civil engineering and shall be of good quality in all respect.
- vi. That the developer is free to change/alter and modify the approved plan for the betterment of the project within the sanctioned built-up area, without changing/extending the period of completion.
- vii. The residential complex over the said land shall be constructed under the direct control, supervision and guidance of the Developers and/or their agents.
- viii. The developers shall comply with the requirements and requisites of the Bhubaneswar Development Authority / Bhubaneswar Municipal Corporation and/or other local authorities relating to the construction of the said housing complex on the said land and shall obtain necessary approval from the authorities concerned.
- ix. The land owners immediately after execution of this agreement shall place at the complete disposal of the developer physical actual vacant possession of the land and irrevocably assign and vest upon the developer the unfettered right to prepare and submit the building plans to the B.D.A/BMC and obtain the requisite permission, sanction and approvals for development and construction of the proposed building complex,

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Ainash Kumar
Managing Director

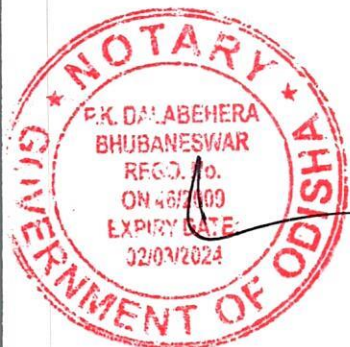
For Shri Caitanya Builders and
Developers Pvt. Ltd.

Guesan Das
Director

26/2/24 of 25/2/24
Hemanshu Prasad Pathanick

Ravindra Ranjan Bhatnagar

Sogabandhu Jha





which shall commence and be completed within a period of 36 months from the date of approval of the building plans by B.D.A/BMC and/or from the date of obtaining necessary clearance from BDA / BMC to go ahead with the construction work or within such extended period as may be mutually agreed upon between the parties.

8. Owner's obligation:-

The party of the first part agrees and covenants with the developer as follows:

- a) Not to interfere or obstruct the construction of the proposed building over the said land unless the developer violates the essential terms and conditions as agreed upon and stated in their agreement.
- b) Not to prevent the developer from entering into negotiations with intending purchasers of flats/units for disposing or transferring the developers allocation /entitlement of the total built-up area of the building to be constructed and executed over the said land.
- c) Not to enter into any agreement with any third party in respect of the land in Question or any portion thereof and shall ensure that the land is not subjected to any charge or encumbrance.
- d) The Party of the First Part hereby confers and vests absolute right and authority upon the developer to commence carry on and complete the construction of the multi-storied building in accordance with the approval/sanction accorded by the Authority. The land owners agree and undertake to extend all cooperation and to sign necessary applications as may be required in connection with such submission of building plans for obtaining approval and sanction from B.D.A/BMC.

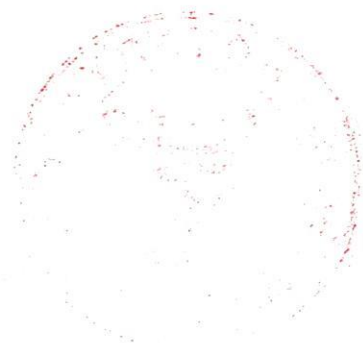
For Shri Caitanya Builders and
Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Gugun Das
Director

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Prinya
Hemanku

Rajendra Sangam Pattnaik
Sajabandhu Tem





- (e) The Party of the First Part shall at the request of the developers undertake to sign and execute further documents, affidavits, applications as may be necessary from time to time for completion of the exercise. The Party of the First Part further undertakes to sign all required sale deeds/construction agreements etc. with the flat purchasers pertaining to the developer share in the project, as and when necessary.
- (f) The land owners further undertakes to execute a Power of Attorney in favour of the Second Party for the purpose of giving effect to implement the various terms and conditions here in contained, more specifically to execute on their behalf all sale deeds in favour of the proposed purchasers of the flats/units sponsored by the developers transferring the proportionate impartible undivided share in the land appertaining to Developer's share. The land owners have agreed on this conditions and will not deviate from giving power to the second party / developer.
- (g) To furnish original copies of any document pertaining to the title of the land or to establish that the land is free from any charge or lien before approval of the building plans.
- (h) The Party of the First Part further states that the developer, Party of the Second Part shall be entitled to dispose by way of absolute sale or otherwise the entire built-up area to be constructed over the area, in favour of the intending purchasers of the flats/units together with proportionate undivided interest in the land, except 47% of Super built-up area together with proportionate share in land which is the entitlement of the land owner's share, party of the first part. The calculation, definition and determination of the super built-up area shall be calculated and determined by the technical person of the Developer.

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Ainash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Guesan Das
Director

Praveen Pattnaik
Hemanshu

Rajendra Kumar Rathak
Jagabandhu Sen



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- (i) That the land owners after handover of the flats towards their owner's share they shall proportionately bear the cost of maintenance of common areas like electricity and water charges, sweepers and watchman salary and other common Expenses which will be decided by all the flat owners after the formation of flat owners welfare society.
- (j) That, the first party shall accept the flats which will be allotted mutually by both of parties, towards their owner's allocation share, to which the owners or their legal heirs, successors shall not raise any objection in any manner, whatsoever, and shall keep always the Second Party indemnified from all future risks, costs, losses and damages, etc.

9. SCHEDULE DETAILS OF SPECIFICATIONS FOR CONSTRUCTION

Sub – Structure:	RCC footing /Stone Masonry.
Super Structure:	RCC frame structure with columns/beams.
RCC:	RCC in 1:2:4 proportion with 1/2" to 1/4" H.G. chips for columns footing, columns, beams slabs, lintels, staircase etc.
Walls:	K. B. Bricks/ concrete hollow brick walls in cement and mortar (1:6).
Floors:	Vitrified tiles in all bedrooms and balconies in drawing and dining.
Kitchen:	Marble/tiles flooring, Cuddapa / Kumari marble working platform with sink with CP fittings glazed ceramic tiles on kitchen platform dado of 2 feet height.
Toilets:	Two EWC commodes in the attached and common toilet with cistern, ceramic tiles flooring, glazed ceramic tiles up to 5 feet height in the walls.



For Shri Caitanya Builders and Developers Pvt. Ltd.
Arinadh Kumar
 Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Gusw Das
 Director

Prerna Pattnaik
Prerna
Hemant Kumar
Soyabandhu Sen
Renuka Nayak

Door: (a) All door frames of sal / non sal wood.
 (b) Main door will be of teak veneered flush door polished with a Godrej lock and eye piece.
 (c) All other doors will be of commercial type flush doors with enamel paints.

Windows Panes: Aluminum Sliding windows with MS Grill and 4 mm Glass Wall Finishing: All walls to be cement plastered (1:6) and ceiling plastered (1:4) and one coat of putty on inside walls of the flat.

Electricity : Concealed conduct copper wiring (ISI Standard) and fitting of switch boards, switches, Fan/Light points, Main Switches and meters etc., upto the norms and standards specified by the TPCODL etc.

Electrical switch and plug arrangement in the flat will be as follows:

		Points	Plugs
a)	Living room	5	1
b)	Dining room	2	1
c)	Kitchen	3 (One for power line)	2
d)	Bed room	4	1
e)	Balcony	1	-
f)	Toilet	1	1
g)	Calling bell	1	-

GENERATOR Power backup will be provided to the common facility and Elevators.

ELEVATOR 1(One) number 6 person capacity elevators will be provided

WATER SUPPLY Through deep bore well using 1(one) submersible pump.



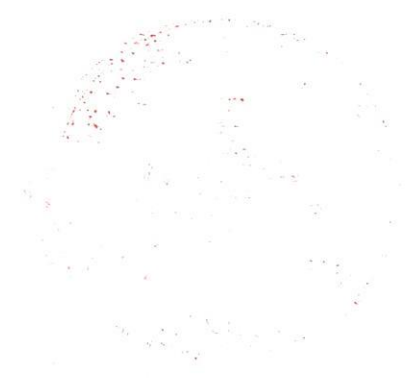
For Shri Caitanya Builders and Developers Pvt. Ltd.
Avinash Kumar
 Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Gurav Das
 Director

Pratnoik
Prayer

Rajendra Nayn Gathoria

Hemant Kumar
Jogeshwar Jir



Necessary water supply pipelines and fixtures and fittings and Sanitary installations will be provided in the toilets, bathrooms, kitchen, basins etc. The fittings and other material to be used will be of I.S.I. standard. Water supply and sanitary installations including construction of septic tank/soak pits, sewerage lines as per approval plan and electric installations both interior and exterior for proper finished habitable condition as per sound engineering standards and practices.

10. **The developers agree and undertake as follows:**

- a) The Developer/second party is submitting the plan in the name of owners / First party in the BMC/BDA. Developer shall take all the responsibility for preparing the architecture and structure drawing of the plan and the other related documents. The expenditure required for submitting and approval of the plan will be borne by the Developer.
- b) The construction of the proposed multi-storied building shall be commenced as soon as possible after obtaining the approval and sanction of the building plans from the B.D.A/BMC as well as clearances from BDA / BMC to go ahead with the construction work. To complete the construction of the entire building within a period of 36 months from the date of approval of the building plans by the B.D.A/BMC as well as other local development authorities.
- d) The developers further undertake not to violate the building plans, conditions given in the permission /approval/sanction letter or any rule, regulations framed by the appropriate authority in respect of the construction of the said building complex.



For Shri Caitanya Builders and Developers Pvt. Ltd.
Avinash Kumar
 Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Gusw Das
 Director

Rajendra Manoj Patra
22.2.21
26.2.21
Pradya Pattnaik
Hemanshu
Jogabandhu Sin



- e) The developer further states that the proposed building shall be constructed under their direct supervision and shall comply with all the stipulations made by BDA/BMC and also shall conform to all the rules and regulations of the local authorities as may be applicable. The developer further states that they will make all efforts to complete the building within 36 months as stated above unless prevented by any reason or circumstances beyond their control like non-availability of labour force, building materials, Court Orders, change in building plans etc. which may affect the completion of the building or any other unforeseen circumstances.
- f) The party of the second part hereby also undertake that after approval of building plan the developer shall issue allotment letter to the part of first part immediately advising him/her/their towards his/her/their allotted flat with proportionate four wheeler parking space.

11. Allocation of built-up space/constructed space:

- a) The party of the First Part (Land owners) will be allocated 47% built-up area together with proportionate share in land out from the total built-up area to be constructed over the land in question. This is the full and final entitlement / settlement of the land owners against their land and the party of the First Part shall not be entitled to any other settlements / entitlement. Rest all other built-up areas together with parking spaces is the entitlement of the party of the Second Part and party of the Second Part shall be free to deal with and dispose of these built-up areas as per their free will without any limitations or restrictions.



For Shri Caitanya Builders and Developers Pvt. Ltd.

Arinash Kumar
Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.

Rishu Dan
Director

Priya Pathraik

Hemanshu

Rohande Narayn Bhatnagar

Tagabardhwar Jais



- b) If in case the built-up area entitlement of the party of the First Part is more than the super built-up area of one full/complete flat/unit (either chosen by the party of the First Part or offered by the party of the Second Part) in the complex, then the developer party of the Second Part shall compensate the land owners party of the First Part for that difference super built-up area. Such compensation shall be by way of payment of cash basing on the then selling price per square feet of that project/complex. This same modalities will be applicable vice-versa. It shall however be open to the parties to arrive at any other mode of payment of compensation as may be mutually agreed upon.
12. The party of the Second Part has paid an amount of Rs.5,00,000/- (Rupees five lakh only) to the land owners party of the First Part as non-refundable security amount, the receipt whereof the party of the First Part doth hereby admits and acknowledges. Provided that incase due to unforeseen situation or government policy if the second party is not able to execute construction work over the schedule land then the first party shall refund the aforesaid amount on demand of second party.

13. **Residuary terms:-**

- i. It is agreed upon that any labour force / workman / technician engaged in the construction of the proposed multi-storied building by the developers shall be treated and deemed to be the employees of the developers. It is explicitly made clear that under no circumstances the land owner shall be treated or construed to be the employers of the aforesaid labourers / workmen / technicians to be engaged by the developers for construction of the proposed multi-storied building complex. Consequently, the land owner shall not be liable to pay any compensation to

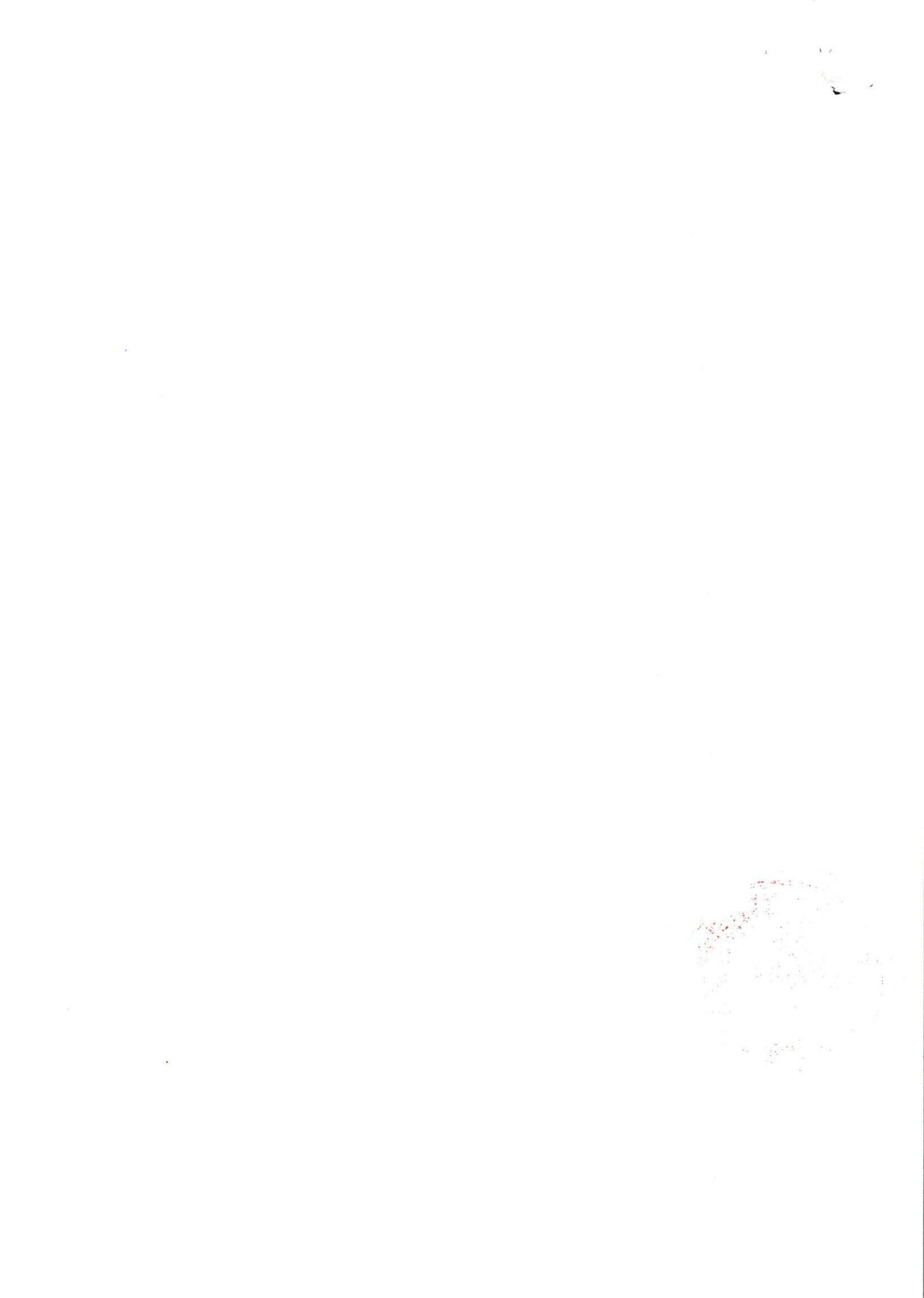
For Shri Caitanya Builders and
Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.
Gusaw Das
Director

Prayer Pathnoel
Prayer Pathnoel
Hemanshu

Rajendra Ramen Pathnoel
Jogendra M. Sen





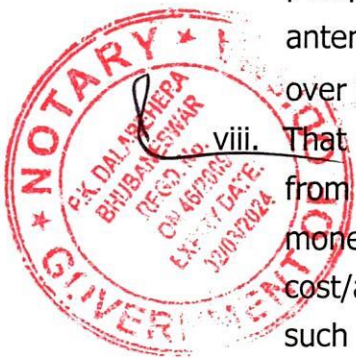
- iv. That regarding any type of taxing liability including GST with regard to the proposed multistoried / high rise buildings, the liability of the Developer, shall be in respect of builders allocation of the super built up area/carpet / built up area out of the total built up area comprised in the proposed multi storied buildings and the land owners shall have liability to pay taxing liability including GST pertaining to the land owners' allocation of super built up area/carpet / built up area i.e 47% in the proposed multi-storied buildings as specified in this agreement.
- v. The Developer shall be at liberty to appoint their own contractors, staffs, supervisors, managers, engineers, to carry out the construction works and owner will not have any objection for the same.
- vi. The installation of transformer and substation will be done by the developer at his own cost for the entire complex. Proportionate expenditure for availing individual power supply and substation will be paid by the landowners or their prospective purchasers respectively.
- vii. The developers/promoters will be allowed to construct pump rooms, overhead water tanks and to fit TV antenna or wireless system and elevators/Lifts in or over the said building at their own cost.
- viii. That the Developers shall have the right to receive from the intending unit, purchasers/tenant any earnest money and/or booking amount and also the balance of cost/advance of units and to grant receipts, execute such conditions as may be deemed necessary and present the same for registration/rent deeds of the built up areas pertaining to Builders/Developers allocation in the proposed residential complex only. After allocating the owner's share. The Owners hereby agreed to ratify and confirm all acts, the

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Arinagh Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Rusw Dan
Director

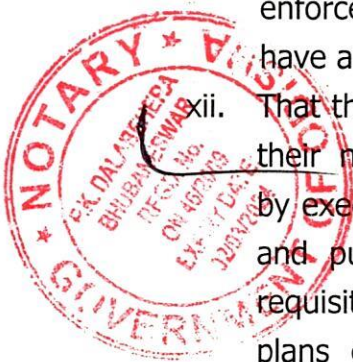


Ravindra Narayan Gahar
20/09/2024
Pritye
Pratnoik
Sajeshwari Sen Hemant



Developers shall lawfully do and to execute and perform or cause to be executed and performed all such acts which shall not affect any way to the interest of the land owners.

- ix. Without prejudice to the rights and interest of the Owners (party of the first part) hereby agrees to execute a registered power of attorney in favour of the developer (party of the second part), which in fact they have executed today and signs necessary documents, letters which may be required for carrying out the construction of the proposed complex and to render all help and assistance to the Developers to facilitate the construction of the proposed building on the said plot of land as scheduled.
- x. That the Owners shall remain liable to encumbrance, if any, in respect of the said land up to the date of this Agreement and the Developers will remain liable for all Encumbrance/liabilities arising after that date of agreement in relation to the land or proposed construction subject to the conditions laid down by Bhubaneswar Development Authority/Bhubaneswar Municipal Corporation.
- xi. That the Owners and the Developers shall have the right to sue for specific performance of this contract/agreement or any supplementary contract for enforcement of this contract and suing party shall also have a right to recover cost and damages if any.
- xii. That the Owners authorizes the Builders/Developers or their nominee/ nominees as their attorney/attorneys by executing documents duly registered for submitting and pursuing applications to various authorities for requisite permission, approvals, sanctions of building plans etc. In connection with the Development / Construction and completion of the purposed complex. All costs in this respect shall be borne by the Developers/ Builders.



For Shri Caitanya Builders and
Developers Pvt. Ltd.

Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Puspa Das
Director

Rajendra Narayan Mishra
22/11/2018
Himanshu
Jogaban Das
Pattanaik
P. J. Patra
P. J. Patra

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100



- xiii. It is mutually agreed between both the parties that whenever party of the first part intend to sold out his allotted flats to any intending purchasers in that case the party of second party developer shall extend all its co-operation and arrange prospective buyer for the party of first part at the then prevailing market price.
- xiv. The second party has already been in possession over the schedule land by virtue of registered GPA executed by the first party/land owner in favour of the second party vide GPA ID No. 11082105610 dated 09/04/2021 hence no further delivery of possession is required by first party entered into this agreement with the second party/developer.
- xv. All letters, notices shall be issued to the parties and dispatched under registered post with A/D to the address furnished in this agreement will be sufficient proof of dispatch of the same to the other party.
- xvi. All accounts between the parties shall be settled at the office of the developer at Plot No.690/13, Behera Sahi, Nayapalli, PO./PS : Nayapalli, Bhubaneswar- 751012, Dist : Khurda (Odisha).

14. MISCELLANEOUS:

The name of the proposed complex shall be "KRISHNA RESIDENCY" as mutually decided by both the parties.

15. ARBITRATION:

In case of any dispute or difference that arises between the parties during the progress of or after construction or abandonment of the work, pertaining to the construction of any term or covenant spelt out in this contract or any clause thereof or relating either to the said building work or any incidental and ancillary disputes / difference arising out of this contract or any other supplementary

For Shri Caitanya Builders and Developers Pvt. Ltd.
Avinash Kumar
Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.
Ruswan Das
Director

Handwritten signatures and names:
Rajendra Narayan Pattnaik
Rajendra Narayan Pattnaik
Rajendra Narayan Pattnaik
Rajendra Narayan Pattnaik
Rajendra Narayan Pattnaik



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contract disputes relating to payment and non-payment entitlement between the parties, etc except unilateral cancellation of this agreement by either party., shall be referred to an Arbitrator to be nominated by the owner (1st party) and the Builders/Developers (2nd party) jointly and acceptable to both whose decision shall be final and binding on both the parties.

16. JURIDICTION:-

The parties agree and undertake that any dispute between the parties relating to the interpretation of any of the terms and conditions stipulated in this agreement, the rights, obligations and entitlements flowing from this agreement or any dispute connected with the construction of the proposed building and/or any other incidental or ancillary dispute shall be subject to the jurisdiction of the competent Court at Bhubaneswar.

SCHEDULE PROPERTY

Dist-Khurda, Tahasil- Bhubaneswar, Under District sub-registrar Khurda at Bhubaneswar, P.S.: New Capital No. 35, Mouza-Bhubaneswar Sahara Unit No.17 **NAYAPALLI**, Sthitiban Khata No. **3101**, Plot No. **531/5387**, Kissam : Gharabari, Full Plot Area : **Ac.0.245** decimals. Annual Rent: Rs.34.00.

BOUNDED BY:

- NORTH** : Plot No.4856
- SOUTH** : Road & Plot No.3002
- EAST** : Plot No. 531 (Damayanti Apartment)
- WEST** : Road

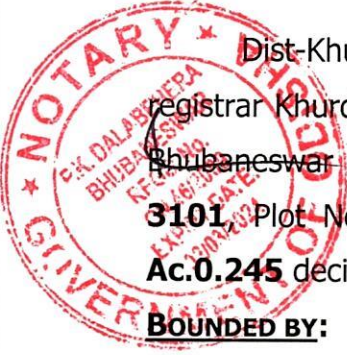
(A sketch map of the schedule land is attached to this agreement, which will form a part of this agreement for proper identification and/or measurement/demarcation of the said land).

For Shri Caitanya Builders and Developers Pvt. Ltd.

Alinad Kumar
Managing Director

For Shri Caitanya Builders and Developers Pvt. Ltd.

Puneem Dan
Director



Rajendra Chandra Pattnaik
Pradyumn Pradya
Himanshu
Jayabharathi Sen

FILE 201101



IN WITNESS of the parties have thereon to put, set and subscribed their respective hands and seal on the date month and year above written.

WITNESS :

1) Rajendra Narayan Pattnaik
S/o-Late Ajay K. Pattnaik
Salipur
Chamipura
Cuttack - 754202

08/09/2021
Hemanshu Pradya Pattnaik

Signature of the Party
of the **FIRST PART**

2)

Jayabandhu Das
Manoranjan Das
Plot No. - 1168
Nitya PCC

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Avinash Kumar
Managing Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Gurun Das
Director

Signature of the Party
of the **SECOND PART**

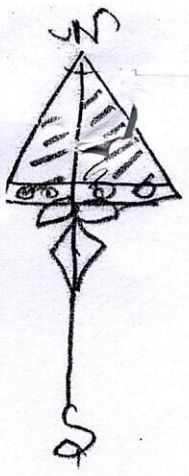


Certified that, this Deed of agreement is drafted and prepared by me as per the direction and information of the first party and after being understood fully having been read over and explained the contents of this deed in his/her vernacular language, he put his signature in presence of the witnesses before me.

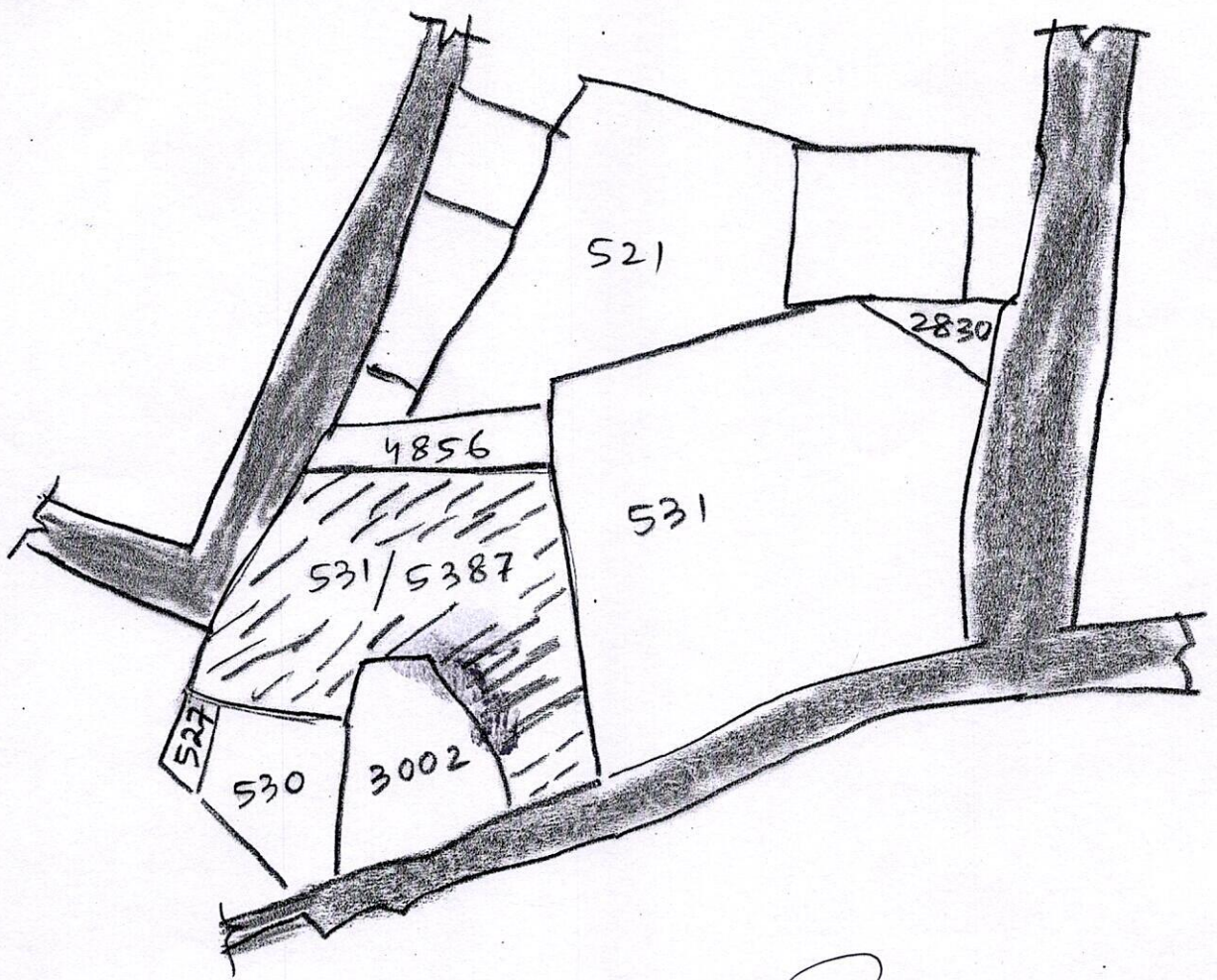
[Signature]
Advocate, BBSR

[Signature]
09/11/21
P.K. DALABEHERA
Notary, Bhubaneswar
Regd. No.- 46/09





Mouza Nayaballi, Bhubaneswar Town Unit No. 17
Sheet No. 4 P.S. New capital No. 35 Khata No. 3141
Plot No. 531/5387, Area A 0245.00



Rajendra abanum Pattnaik

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Hemanshu Priya Pattnaik

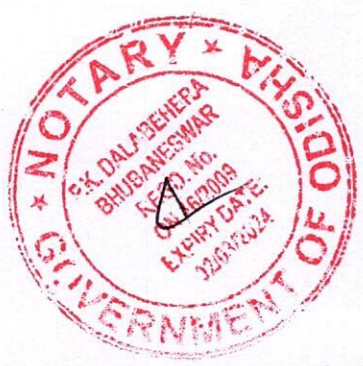
Jagabandhu Sen

Shri Caitanya Builders and
Developers Pvt. Ltd.

Director

For Shri Caitanya Builders and
Developers Pvt. Ltd.

Managing Director



Handwritten notes in blue ink, including the date "22/11/2011" and the name "H. M. ...".

Handwritten signature in blue ink, possibly "James ...".

Handwritten signature in blue ink, possibly "John ...".

Printed text: "Director of ... and ...".

Printed text: "Director".

Printed text: "For the ... and ...".

Printed text: "Managing Director".

